

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:
JOHN DAZA,	: Index No.: 10Civ.4678 (MGC)(GWG)
	:
Plaintiff,	:
	:
vs.	:
	:
PILE FOUNDATION CONSTRUCTION	:
COMPANY, INC., ANTHONY RIVERA	:
CONTRACTING, LLC, URS CORPORATION,	:
and URS CORPORATION-NEW YORK, THE	:
CITY OF NEW YORK, THE NEW YORK CITY	:
DEPARTMENT OF PARKS AND	:
RECREATION, THE NEW YORK CITY	:
DEPARTMENT OF PARKS AND	:
RECREATION CAPITAL PROJECTS	:
DIVISION, THE NEW YORK CITY	:
ECONOMIC DEVELOPMENT CORPORATION	:
and the Barge "UNCLE LEO," its equipment,	:
tackle and appurtenances, <i>in rem</i> ,	:
	:
Defendants.	:
-----X	:

**DEFENDANTS URS CORPORATION AND URS CORPORATION
– NEW YORK’S RESPONSES TO THE CITY’S RULE 56.1 STATEMENT**

RESPONSES

1. Undisputed.
2. Undisputed.
3. Undisputed.
4. Undisputed.
5. Undisputed.
6. Undisputed.
7. Undisputed.

8. Undisputed.

9. Undisputed.

10. Undisputed.

11. Disputed. The contract between URS and the City calls for URS to perform construction management services, not supervisory services. (Exhibit 6 URS Contract)

12. Disputed. Said contract provides for indemnification when the plaintiff's injuries arise out of the negligent performance of professional services or caused by any negligent error, omission or act of URS. (Exhibit 6 URS Contract, Article 14). Further, the contract states explicitly that URS does not control the means and methods of the contractor's work. (Exhibit 6 URS at Part II, Article 1, D)

13. Undisputed.

14. Disputed. Paragraph 19 C on page URS 00168 requires URS to promptly advise the Owner (City) to reject, stop work or take other action. (Exhibit 6 URS Contract at Part II, Article 2, C, 19, c)

15. Disputed. Said contract provides for indemnification when the plaintiff's injuries arise out of the negligent performance of professional services or caused by any negligent error, omission or act of URS. (Exhibit 6 URS Contract, Article 14). Further, the contract states explicitly that URS does not control the means and methods of the contractor's work. (Exhibit 6 URS at Part II, Article 1, D)

16. Undisputed.

17. Undisputed.

18. Undisputed.

19. Undisputed.

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40. Undisputed.
41. Undisputed.
42. Undisputed.

43. Disputed. Pursuant to its contract with URS, AECOM was to monitor marine related portions of the construction activities, verify contract compliance, and provide detailed daily reports of progress, inter alia. (Exhibit 18 AECOM contract at Exhibit A – Scope of Work)

44. Undisputed.

45. Undisputed.

46. Undisputed.

47. Disputed. Matthew Barba did not have control over the means and methods of Pile's construction work. (Exhibit 6 URS contract at Part II, Article 1, D)

48. Undisputed.

49. Undisputed.

50. Undisputed.

51. Undisputed.

52. Undisputed.

53. Undisputed.

54. Undisputed.

55. Undisputed.

56. Disputed. URS was not in charge of the construction. (Exhibit 6 URS contract at Article II, Article 1, D)

57. Undisputed.

58. Undisputed.

59. Undisputed.

60. Undisputed.

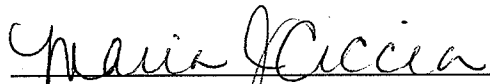
61. Undisputed.

62. Undisputed.

63. Undisputed.

64. Undisputed.

Dated: New York, New York
October 11, 2011

A handwritten signature in cursive script, appearing to read "Maria J. Ciccio", is written over a horizontal line.

KEVIN G. MESCALL (KM6359)

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